



County of San Bernardino

F A S

**STANDARD CONTRACT**

**FOR COUNTY USE ONLY**

<input type="checkbox"/> New <input checked="" type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code  LOMALIN009	Dept. <b>SC</b> PHL	Contract Number  02-1054 A-1					
County Department Department of Public Health		Dept. PHL	Orgn.	Contractor's License No.				
County Department Contract Representative Charlesetta "Charlye" Griffin		Telephone 909 388-0214		Total Contract Amount \$20,000				
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:								
If not encumbered or revenue contract type, provide reason:								
Commodity Code		Contract Start Date Aug 1, 2002	Contract End Date June 30, 2004	Original Amount \$10,000	Amendment Amount \$10,000			
Fund AAA	Dept. PHL	Organization 3305	Appr. 200	Obj/Rev Source 2445	GRC/PROJ/JOB No. 93470	Amount \$10,000		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount		
Project Name PALS FOCUS Project			Estimated Payment Total by Fiscal Year					
			FY	Amount	I/D	FY	Amount	I/D
			02-03	\$10,000				
			03-04	\$10,000	I			

THE CONTRACT is entered into in the State of California by and between the County of San Bernardino, Department of Public Health, hereinafter called the County, and

**Name**

Loma Linda University

hereinafter called the Contractor

**Address**

Evaluation Research Unit

Loma Linda, CA 92354

**Telephone**

(909) 558-8745

Federal ID No. or Social Security No.

**IT IS HEREBY AGREED AS FOLLOWS:**

**AMENDMENT NO. 1**

It is hereby agreed to amend Contract number 02-1054 as follows:

**Section III: Contractor General Responsibilities**

Paragraph P, "Indemnification and Insurance Requirements", Item 1 is amended to read, "Contractor agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Agreement resulting from the negligent acts, errors, or omissions of Contractor, its employees, or authorized agents, except where such indemnification is prohibited by law. County agrees to give Contractor notice in writing within thirty (30) days of any claim made against it on the obligations covered hereby.

County agrees to indemnify, defend, and hold harmless the Contractor, its employees and authorized agents from any and all claims, actions, losses, damages and/or liability arising out of this Agreement resulting from the negligent acts, errors, or omissions of County, its authorized officers, employees, agents, or volunteers.

Contractor agrees to give County notice in writing within thirty (30) days of any claim made against it on the obligations covered hereby.”

Paragraph P, “Indemnification and Insurance Requirements”, Item 2 is amended to read, “Without in any way affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the Agreement the following types of insurance or self-insurance with limits as shown:”

Paragraph P, “Indemnification and Insurance Requirements”, Item 3 is amended to read, “Comparative Fault— In the event County and/or Contractor are found to be comparatively at fault for any claim, action, loss, or damage which results from their respective obligations under this Agreement, County and/or Contractor shall indemnify the other to the extent of its comparative fault.”

Paragraph P, “Indemnification and Insurance Requirements”, Item 4 is hereby deleted.

Paragraph T, “Equal Opportunity Employment Program”, Item 1 is amended to read, “The Contractor agrees to comply with the applicable provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, Section 10000), the California Fair Employment and Housing Act, and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted”.

Paragraph T, “Equal Opportunity Employment Program”, Item 2 is amended to read, “The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, national origin or ancestry, religion, sex, sexual orientation, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from the County HSS Contracts Unit”.

#### **Section V: Fiscal Provisions**

Paragraph A, “Maximum Reimbursement” Item 1 is amended to read, “The maximum amount of reimbursement under the Contract shall not exceed \$20,000 (\$10,000 for FY 2002-2003 and \$10,000 for FY 2003-2004), and is subject to availability of funds to the County. The consideration to be paid to the Contractor as provided herein shall be in full payment for all of the Contractor’s services and expenses incurred in the performance hereof, including travel and per diem. Reimbursement of invoices shall be based in items included in Attachment B - Project Budget. All reimbursement to the Contractor shall be contingent upon the submission by the Contractor, and approval by the County, of the herein required reports, invoices, and supporting documentation”.

#### **Section VIII: Term**

The term is amended to read, “This Contract is effective as of August 1, 2002, and is being extended from its original expiration date of June 30, 2003 to June 30, 2004, but may be terminated earlier in accordance with provisions of Section IX, “Early Termination” of this Contract”.

#### **Section X: General Provisions**

Paragraph A is amended to read, “When notices are required to be given pursuant to the Contract, the notices shall be in writing and mailed to the addresses listed below:

Contractor:                      Loma Linda University  
   John Richards, Director of Grants Management  
   Office of Grants Management  
   24880 Prospect Street  
   Loma Linda CA 92350

County: County of San Bernardino  
Human Services System  
Attention: Contracts Unit  
150 S. Lena Road  
San Bernardino, CA 92415-0515

County **(Insurance Information Only):**  
County of San Bernardino  
c/o Insurance Data Services  
P.O. Box 12010 - CB  
Hemet, CA 92546-8010

All other terms and conditions of the Contract shall remain in full force and effect except that the attached "Fiscal Year 2003-2004 Scope of Work" and the attached "Focus Project Budget" shall apply hereto for the period July 1, 2003 through June 30, 2004.

COUNTY OF SAN BERNARDINO

Loma Linda University  
*(Print or type name of corporation, company, contractor, etc.)*

►  
Dennis Hansberger, Chairman, Board of Supervisors

By ►  
*(Authorized signature - sign in blue ink)*

Dated \_\_\_\_\_

Name Barry L. Taylor, Ph.D.  
*(Print or type name of person signing contract)*

SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD  
Clerk of the Board of Supervisors  
of the County of San Bernardino.

Title Vice President for Research Affairs  
*(Print or Type)*

Dated \_\_\_\_\_

By \_\_\_\_\_  
*Deputy*

Loma Linda University  
Address Office of Research Affairs  
Loma Linda, CA 92350

Approved as to Legal Form

Reviewed by Contract Compliance

Presented to BOS for Signature

►  
Charles Larkin, County Counsel

►  
Lori Ciabattini, HSS Contracts Unit

►  
James A. Felten

Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**Auditor/Controller-Recorder  
Use Only**

☐ Contract Database ☐ FAS

Input Date	Keyed By
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